

Terms and Conditions for the Hire of Conway Hall Rooms

1. Definitions

“Additional Charges”	means any additional sums payable by the Hirer in connection with any additional requirements, including, without limitation the Facilities Fee and any charges payable in connection with the provision of Technical Support and/or Equipment;
“Attendee”	means any individual person attending the Event;
“Booking”	means the application by the Hirer to request the hire of the Venue and any additional requirements as detailed on the Booking Form. For the avoidance of doubt, a Booking shall not constitute a Contract, but shall represent the Hirer’s offer to Conway Hall to enter into a Contract for the hiring of the Venue;
“Booking Form”	means the document setting out the Hirer’s requirements, including without limitation details of the Hire Charge items, Additional Charge items, Event and Venue;
“Commercial Hirer”	means a company, charity, community interest group or any other organisation, who is not classed as a Consumer, who means to hire room/s at Conway Hall;
“Consumer”	means a natural person (i.e. not a company or other legal entity) who is acting for purposes which are outside of its business;
“Contract”	means the contract between Conway Hall and the Hirer for the hire of the Venue for the Hire Period, which shall be formed in accordance with paragraph 2 below, incorporating both these Terms and Conditions and the Booking Form;
“Equipment”	means any equipment required by the Hirer in connection with the Event, which is provided by Conway Hall at an additional fee;
“Event”	means the event, party or other occasion for which the Venue is to be hired by the Hirer;
“Facilities Fee”	means an additional fee payable by the Hirer in connection with Sound or Television Broadcasting or Filming at the Event;
“Hire Charge”	means the sum payable by the Hirer for the Venue, but excluding any Additional Charges;
“Hire Confirmation”	means the e-mail, letter or reference number provided to the Hirer confirming that a Contract has been formed;
“Hirer” or “we”	means the Consumer or business referred to as the “Hirer” on the Booking Form;
“Hire Period”	means the period of hire as further detailed in the Booking Form;
“Conway Hall” or “we”	means Conway Hall Ethical Society, operating as Conway Hall, a registered Charity with a registered number 251396, whose principal place of business is at 25 Red Lion Square, London WC1R 4RL;
“Situation Outside of Conway Hall’s Control”	means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
“Technical Support”	means any support required by the Hirer in connection with any Equipment, which may be provided at additional cost to the Hirer via Conway Hall and/or by its nominated third party provider;
“Terms and Conditions”	means these Terms and Conditions;
“Venue”	means the room or rooms or locations which will be hired by the Hirer under a Contract.



2. Formation of Contract and Payment of Deposit

It is the responsibility of the Hirer to ensure that all details contained in the Booking Form are accurate and correct, and the Hirer must notify Conway Hall of any errors prior to making the Deposit payment. Conway Hall cannot guarantee availability of the Venue until the Deposit (as defined below) is received in full and in cleared funds. In any event, the Deposit must be paid within 14 days of the provisional booking made. For the avoidance of doubt, the Venue will only be guaranteed once the Contract is formed, and payment within 14 days of the provisions booking will not guarantee that a Venue will be available. No contract will be formed until a Hire Confirmation is sent to the Hirer by Conway Hall. If the Hirer requests, or Conway Hall considers, that any additional staffing or other expenditure (such as Technical Support, Equipment and/or catering requirements) is required for a particular Event, a supplementary charge will be payable as an Additional Charge and detailed on the Booking Form. For the avoidance of doubt, the Hire Charge does not include the services of Conway Hall's staff, and the Hire Charge relates solely to the Hire of the Venue at the applicable rates. Applications in connection with any Facilities Fee (including, without limitation, any request for Equipment and related Technical Support) should be made in writing and are subject to the written authorisation of Conway Hall. No Equipment or Technical Support will be provided unless otherwise stated on the Booking Form. Any applicable Facilities Fee shall be included in the Additional Charges section of the Booking Form. The Hirer will be given details of all applicable charges prior to the Contract being concluded, and the Hirer and Conway Hall will co-ordinate as necessary to complete and finalise the details contained within the Booking Form prior to the formation of the Contract. The Hirer acknowledges that Conway Hall is not obliged to enter into a Contract with any person. To confirm a Booking, a minimum deposit of 50% of the total Hire Charge, as notified to the Hirer by Conway Hall, shall be payable by the Hirer to Conway Hall (the "Deposit"). Where the Hire Charge is less than £100, or where a booking is placed within 1 calendar month of the Event, the total Hire Charge shall be payable, as a Deposit, to secure the Booking. Payment shall be made by cash, cheque, BACS or credit card. Upon receipt of the Deposit, in cleared funds, by Conway Hall, and where Conway Hall confirms to the Hirer that the Booking has been accepted by way of a Hire Confirmation, a Contract will take effect between the Hirer and Conway Hall. For the avoidance of doubt, a Contract is not formed at the point in time that payment of the Deposit has been taken from the Hirer. A Contract will only be formed once Conway Hall has sent (or in the case of a telephone order, where Conway Hall provides the Hirer with a booking reference) the Hire Confirmation. These Terms and Conditions shall apply, to the exclusion of all other terms and conditions, to the Contract between Conway Hall and the Hirer. **PLEASE NOTE THAT PARAGRAPH 7 ONLY APPLIES TO CONSUMERS AND PARAGRAPH 8 ONLY APPLIES TO COMMERCIAL ENTITIES. ALL REMAINING TERMS AND CONDITIONS APPLY TO BOTH CONSUMERS AND BUSINESS ENTITIES.**

3. Payment of Hire Charges and Additional Charges Balance

Hire Charges shall be payable without the addition of any VAT, but the Hirer acknowledges that any Technical Support will incur VAT. The Hirer will be provided with full details of any Additional Charges prior to the Contract being concluded. The remainder of the Hire Charge and any Additional Charges shall be payable by the Hirer no later than 1 calendar month prior to the Event (the "Payment Period"), and the Event cannot take place unless and until the balance has been paid in full, unless otherwise agreed in writing by Conway Hall. In the event that the Hirer does not pay the balance of the Hire Charge and/or the Additional Charges within the Payment Period (or where alternative payment methods are agreed within the Booking Form, Conway Hall will be entitled (but shall not be obliged) to cancel the Contract by providing written notice to the Hirer. Where Conway Hall does not cancel the Contract because of a failure by the Customer to pay any amount due within the Payment Period, Conway Hall will be entitled to charge interest on that amount at the rates specified in the Late Payment of Commercial Debts (Interest) Act 1998, from the expiry of the Payment Period, until the actual date of payment. If the Hirer pays any amount by debit or credit card, the card will be charged at the time such payment is made. All bookings made more than three months in advance will be charged at the rate prevailing at the time the function is due to take place. In addition, the Hirer acknowledges that Conway Hall shall be entitled to charge the Hirer after the Event where the Hirer has required the use of any Equipment that was not anticipated at the time the Booking Form was completed. For the avoidance of doubt, any use of such Equipment, and the applicable Additional Charge to the same, shall be agreed in writing by the parties in advance of the Event.

4. Cancellation Policy

Any cancellation of the Contract by the Consumer or Commercial Hirer may result in Conway Hall applying the following charges:

If the Consumer or Commercial Hirer cancels an Event the following charges will be due. In each case the percentage charge applies to the total of all invoices raised for the event.

Totals less than £750.00

- For cancellation more than 61 days prior to the date of the event: No charge
- For cancellation between 31 days and 60 days prior to the date of the event: 50% of the total cost will be charged.
- For cancellation between 1 day and 30 days prior to the date of the event: 100% of the total cost will be charged.

Totals more than £750.00

- For cancellation of more than 181 days prior the date of the event: No charge
- For cancellation between 91 and 180 days prior the date of the event: 50% of the total cost will be charged.
- For cancellation between 1 and 90 days prior the date of the event: 100% of the total cost will be charged.

At the sole discretion of Conway Hall, in the event that it can it can recover that lost revenue by the sale of the cancelled booking to another client, Conway Hall will waive or refund all or a portion of the cancellation fees.



5. Period of Hire & Extension

An extension of the Hire Period may be allowed at the sole discretion of Conway Hall, and provided that the Venue (or part of the same) is not required by another Hirer, and on payment of a supplementary charge on a pro-rata basis for every half-hour or part thereof of excess time. No extension of the Hire Period shall be effected unless and until written confirmation is provided to the Hirer by Conway Hall of any such extended period. For the avoidance of doubt, any such written confirmation shall form part of the Contract between the Hirer and Conway Hall, and shall constitute a valid variation to the Contract.

6. Obligations of the Hirer

The Booking Form must state clearly the purpose for which the Venue is required. Hirers will not be permitted to use the Venue for any other purpose than that stated as the Event. Conway Hall shall, at its sole discretion, be entitled to reject any Booking which does not comply with Conway Hall's responsibilities under the Equality Act 2010 or the Public Order Act 1986. The Hirer will compensate Conway Hall in full against any losses or damages incurred by Conway Hall as a result of any claim that the hosting of the Event contravenes the provisions of the Equality Act 2010 or the Public Order Act 1986. The Hirer must pay all Hire Charges and Additional Charges promptly and within the Payment Period. The Hirer must obey all reasonable instructions given by Conway Hall and its personnel from time to time during the Hire Period and whilst attending the Venue. The Hirer will ensure that nothing shall be done in connection with this Contract which may constitute a breach of the law, including but not limited to the provisions of the Public Order Act 1986, or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Failure to comply with this paragraph will constitute a breach of these Terms and Conditions and will entitle Conway Hall to require the offending Attendees and/or the Hirer and all of its Attendees to leave the Event if it is reasonable for Conway Hall to do so. The Hirer must only use the facilities at the Venue in the ways determined by Conway Hall, and shall follow the directions of Conway Hall in connection with any use of the Venue by the Hirer. The Hirer, shall be held responsible for any damage caused to the Venue or any of the Attendees' property by the Hirer and any of its employees, third party contractors and/or other Attendees, and Conway Hall reserves the right to charge an additional deposit against possible damage, and for clearance of exceptional litter. The Hirer, if a Consumer, must be in charge in person throughout the Event. If the Hirer is a company or organisation, the Hirer must provide Conway Hall with the name of the person acting on its behalf in connection with the running of the Event. For all Events and Venues, the Hirer must provide a sufficient number of stewards to provide a safe environment for all Attendees at the Event and to ensure compliance by the Hirer and the Attendees with the Contract.

7. Liability of Conway Hall to Consumer Hirers

THIS PARAGRAPH 7 ONLY APPLIES TO HIRERS WHO ARE CONSUMERS

If Conway Hall fails to comply with the Contract, Conway Hall will be responsible for loss or damage that the Hirer or any of the Attendees suffer that is a foreseeable result of Conway Hall's breach of Contract or as a result of Conway Hall's negligence. Conway Hall will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Conway Hall's breach, or if they were contemplated by the Hirer and Conway Hall at the time the Contract was formed. Conway Hall will not be responsible for any indirect losses which happen as a side effect of the main loss or damage, including without limitation: a) loss of income or revenue; b) loss of business; c) loss of profits or contracts; d) loss of anticipated savings; or e) waste of management or office time, however arising, provided that this paragraph shall not prevent the Hirer from making any claims for loss of or damage to the Hirer's (or any of the Attendees') tangible property, or any other claims for direct financial loss that are not excluded by any of these categories. For the avoidance of doubt, Conway Hall does not in any way exclude or limit its liability for: a) death or personal injury caused by Conway Hall's negligence; or for b) fraud or fraudulent misrepresentation; c) for any matter for which it would be illegal for Conway Hall to exclude or to attempt to exclude its liability. Conway Hall shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by a Situation Outside of Conway Hall's Control. Where a Situation Outside of Conway Hall's Control takes place, Conway Hall will contact the Hirer as soon as reasonably possible to notify the Hirer of the same and any obligations under the Contract will be suspended and the time for performance will be extended for the duration of the Situation Outside of Conway Hall's Control. Each Hirer is responsible for arranging their own risk assessment of their Event should they require it. All corridors, gangways, staircase and passages must at all times be kept entirely free from obstructions and the Hirer shall be responsible for complying with this requirement during the Hire Period. Conway Hall will not be responsible for possessions left for storage or collection, unless otherwise agreed in writing in the Booking Form, and the Hirer should obtain suitable insurance to cover any liability for such loss or damage to tangible property. For the avoidance of doubt, such items will not be insured unless an appropriate insurance charge has been paid by the Hirer in advance of the Event. The Hirer acknowledges that no perishable items, such as flower or food items are to be left or stored at the Venue following the Event. The Hirer may incur Additional Charges for the removal and/or destruction of any such items left at the Venue. The Hirer will obtain public liability insurance to the value of at least £2 million to cover any death or injury to any person or the loss of or damage to any property resulting from the malfunction of any of its equipment and from their actions generally. Conway Hall may request evidence that such insurance has been taken out for all such losses.

NOTHING IN THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS AVAILABLE TO YOU UNDER LAW. PLEASE LIAISE WITH CITIZENS ADVICE BUREAU FOR FURTHER INFORMATION.

8. Liability of Conway Hall for Commercial Hirers

THIS PARAGRAPH 8 ONLY APPLIES TO HIRERS WHO ARE NOT CONSUMERS

Conway Hall does not in any way exclude or limit its liability for: a) death or personal injury caused by Conway Hall's negligence; or for b) fraud or fraudulent misrepresentation. Subject to the preceding provision, Conway Hall will not be responsible to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract, and Conway Hall's total liability to the Hirer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Hire Charges payable



by the Hirer. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Furthermore, Conway Hall shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by a Situation Outside of Conway Hall's Control. Where a Situation Outside of Conway Hall's Control takes place, Conway Hall will contact the Hirer as soon as reasonably possible to notify the Hirer of the same and any obligations under the Contract will be suspended and the time for performance will be extended for the duration of the Situation Outside of Conway Hall's Control. The Hirer will obtain public liability insurance to the value of at least £2 million to cover any death or injury to any person or the loss of or damage to any property resulting from the malfunction of any of its equipment and from their actions generally. Conway Hall may request evidence that such insurance has been taken out for all such losses. Each Hirer is responsible for arranging their own risk assessment of their Event should they require it. All corridors, gangways, staircase and passages must at all times be kept entirely free from obstructions and the Hirer shall be responsible for complying with this requirement during the Hire Period. Conway Hall will not be responsible for possessions left for storage or collection, unless otherwise agreed in writing.

9. Third Party Services

The Hirer acknowledges that no person may supply refreshments or other consumables at the Venue without the prior consent of Conway Hall, and only where expressly stated on the Booking Form. The Hirer must inform Conway Hall of any catering requirements when booking the Venue and full details will be included in the Booking Form. Caterers, scenery contractors and those supplying decorations, furniture, etc will be required to remove and clear away all their articles and property at the end of the engagement, and such third party providers will be liable for any of their own equipment and/or personnel and Conway Hall will not be liable for any loss or damage caused by such third parties. The Hirer will be responsible for ensuring that proper contractual terms are entered into with any such third party providers reflecting the terms of this Contract. In addition, the Hirer shall ensure that any third party provider involved in the Event obtains public liability insurance to the value of at least £2 million to cover any death or injury to any person or the loss of or damage to any property resulting from the malfunction of any of the third party's equipment and from their actions generally. Conway Hall reserves the right to deny access and/or to remove any person entering the Venue at its absolute discretion, without incurring any liability to the Hirer or any third party.

10. Event Publicity and Marketing

No person shall be employed or act as a distributor of bills or in any other capacity at the entrance to the Hall without the consent of Conway Hall. No public announcement of an Event shall be made until Contract has been formed. The proofs of any posters, advertising matter, or tickets of admission must be submitted to Conway Hall for approval before being published. All intellectual property rights in any use of Conway Hall's branding, logos and/or livery shall remain at all times with Conway Hall and such items are protected by copyright and cannot be used or copied without Conway Hall's prior written consent. When advertising, the Hirer should state under whose auspices the Event is being held. The name of the "Conway Hall Ethical Society" shall not be included in any marketing or other publicity document/notice without Conway Hall's prior written permission.

11. General Prohibitions

The sale of excisable liquors at the Venue is strictly prohibited, unless otherwise stated on the Booking Form. The Hirer will be responsible for ensuring that all Events comply with all relevant statutory and legal requirements, including without limitation all laws relating to copyright and Data Protection Act 1998 requirements. No alteration or addition to the existing lighting arrangements or connection to the electrical installations and/or any Equipment is permitted except with the permission of Conway Hall. No internal or external decorations, flags or emblems will be permitted without the sanction of Conway Hall. No affixing to the walls or fabric of the building will be permitted. Conway Hall strictly prohibits any Events which relate to, or which are in any way connected with a march or demonstration, whether such march and/or demonstration is held at the Venue or otherwise. Discriminatory segregation is not permitted for any Events held at any Venue where this would be unlawful and any plans to limit access is subject to explicit notification to Conway Hall and prior agreement. Conway Hall reserves the right to reject any Booking that does not, in Conway Hall's absolute discretion, adhere to such standards and Conway Hall further reserves the right to remove any Attendee from the Venue where Conway Hall considers such individual or individuals to be acting in a manner which is, or which may bring Conway Hall's reputation into disrepute. Smoking is NOT permitted in at any of the Venues (including the roof spaces or any other area as directed by Conway Hall from time to time). The Hirer shall not be permitted to sub-let all or any part of the Venue to a third party.

12. Capacity & Access

The Hirer agrees to conform with the capacity designated for each of the Venues: Main Hall ground floor 250 / balcony 150 (social/cabaret style max 200); Brockway Room 80; Bertrand Russell Room 45; Club Room 50; Lobby 20; Artists Room 18; Green Room 18; Library 50; Fox Room 10. Whilst Conway Hall makes all reasonable adjustments to facilitate Attendees with disability access requirements, at present, only ground floor Venues are suitable for wheelchair use. Please discuss any access requirements that you have with Conway Hall prior to making a Booking.

13. Monitoring

Conway Hall shall be at liberty to visit the Venue at any time during an Event (but without interfering in the proceedings) to monitor the Hirer's compliance with these Terms and Conditions.

14. General Clauses

Any notices, including any request to vary any part of the Booking Form, will be made in writing to Conway Hall and sent to the address of Conway Hall as set out on the Booking Form. The Hirer is advised to send any notice cancelling the Contract in writing by email or recorded delivery post. The Contract and these Terms and Conditions are governed by English law and both parties agree to submit to the jurisdiction of the English courts.